

THE HONORABLE ROBERT S. LASNIK

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ARGENT CLASSIC CONVERTIBLE
ARBITRAGE FUND, L.P., on behalf of itself
and all others similarly situated,

Plaintiff,

v.

AMAZON.COM INC., JEFFREY P. BEZOS,
JILL COVEY, TOM A. ALBERG, SCOTT D.
COOK, L. JOHN DOERR, AND PATRICIA Q.
STONESIFER,

Defendants.

No. C01-0640L

CLASS ACTION

**FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH
PREJUDICE**

This matter came before the Court for hearing pursuant to the Order of this Court, dated July 11, 2005, on the application of the parties for approval of the settlement (the "Settlement") set forth in the Stipulation of Settlement dated July 1, 2005 (the "Stipulation of Settlement"). The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all Persons or entities reasonably identifiable, who purchased the 6.875% Premium Adjusted Convertibles Securities due 2010 ("PEACS") of Amazon.com, Inc. (the "PEACS") during the period between February 7, 2000 through and including October 24, 2000 (the "Class Period"), except those Persons or entities excluded from the definition of the Class, and that a summary notice of the hearing substantially in the form approved by this Court was published once in the

1 national edition of *Investor's Business Daily* and once in the global edition of *The Wall Street*
2 *Journal* pursuant to the specifications of the Court; and the Court having considered all papers
3 filed and proceedings had herein and otherwise being fully informed in the premises and good
4 cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as
5 follows:

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7 1. This Judgment incorporates by reference the definitions of the Stipulation of
8 Settlement, and all terms used herein have the same meanings as set forth in the Stipulation of
9 Settlement.

10 2. This Court has jurisdiction over the subject matter of the Litigation and over all
11 parties to the Litigation, including all Members of the Class.

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13 3. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the
14 Settlement set forth in the Stipulation of Settlement and finds that said Settlement is, in all
15 respects, fair, reasonable and adequate to the Class.

16 4. There being no Persons who have validly and timely requested exclusion for the
17 Class, the Litigation and all claims contained therein, as well as all of the Released Claims are
18 dismissed with prejudice as to the Lead Plaintiff and the other Members of the Class, and as
19 against the Released Amazon Parties. The Settling Parties are to bear their own costs, except as
20 provided in the Stipulation.

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22 5. The Court finds that the Stipulation of Settlement and Settlement are fair,
23 reasonable, just and adequate as to each of the Settling Parties, and that the Stipulation of
24 Settlement and Settlement are hereby finally approved in all respects, and the Settling Parties are
25 hereby directed to perform its terms.

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27 6. Upon the Effective Date hereof, the Lead Plaintiff and each of the Class Members
28 shall be deemed to have, and by operation of this Judgment shall have, fully, finally and forever

1 released, relinquished and discharged all Released Claims against the Released Amazon Parties,
2 whether or not such Class Member executes and delivers the Proof of Claim and Release.

3 7. All Class Members are hereby forever barred and enjoined from prosecuting all
4 claims (including "Unknown Claims" as defined in ¶1.27 of the Stipulation of Settlement),
5 demands, rights, liabilities and causes of action under federal or state law, including the
6 Securities Act of 1933, whether based upon statutory or common law, whether class or
7 individual in nature, known or unknown, concealed or hidden, and that either were asserted or
8 could have asserted, by any Lead Plaintiff or Class Member against the Released Amazon Parties
9 arising from both: (a) the purchase of PEACS during the Class Period, and (b) the acts, facts,
10 statements, or omissions that were or could have been alleged in the Litigation (the "Released
11 Claims") against each and all of the Defendants and their Related Persons (the "Released
12 Amazon Parties"); provided, however, that Released Claims do not included any claims under
13 the Securities Act of 1934 asserted in *In re Amazon.com, Inc. Securities Litigation*, Master File
14 No. C-01-0358-L, pending in the United States District Court for the Western District of
15 Washington.
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19 8. Upon the Effective Date hereof, each of the Released Amazon Parties shall be
20 deemed to have, and by operation of this Judgment shall have, fully, finally, and forever
21 released, relinquished and discharged each and all claims (including, but not limited to,
22 "Unknown Claims" as defined in ¶1.27 of the Stipulation of Settlement), demands, losses, rights,
23 and causes of action of any nature whatsoever, whether known or unknown, whether suspected
24 or unsuspected, whether concealed or hidden, that have been or could have been asserted in the
25 Litigation or any forum by the Defendants or any of them or the successors and assigns of any of
26 them against Lead Plaintiff or any Class Members or Plaintiff's Counsel, which arise out of or
27 relate in any way to the institution, prosecution, assertion, settlement or resolution of the
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1 Litigation (except for claims to enforce the Stipulation of Settlement) (the “Settled Defendants’
2 Claims”); provided, however, that Settled Defendants’ Claims do not include any claims or
3 defenses arising out of or related to *In re Amazon.com, Inc. Securities Litigation*, Master File No.
4 C-01-0358-L, pending in the United States District Court for the Western District of
5 Washington.

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7 9. The Notice of Pendency and Proposed Settlement of Class Action given to the
8 Class was the best notice practicable under the circumstances, including the individual notice to
9 all Members of the Class who could be identified through reasonable effort. Said notice
10 provided the best notice practicable under the circumstances of those proceedings and of the
11 matters set forth therein, including the proposed settlement set forth in the Stipulation of
12 Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements
13 of Federal Rule of Civil Procedure 23, the Securities Act of 1933 as amended by the Private
14 Securities Litigation Reform Act of 1995, 15 U.S.C. §77z-1(a)(7), due process, and any other
15 applicable law.
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18 10. Any Plan of Allocation submitted by Lead Plaintiff’s counsel or any order entered
19 regarding the attorneys’ fee and expense application shall in no way disturb or affect this Final
20 Judgment and shall be considered separate from this Final Judgment.

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22 11. Neither the Stipulation of Settlement nor the Settlement contained therein, nor any
23 act performed or document executed pursuant to or in furtherance of the Stipulation of
24 Settlement or the settlement: (a) is or may be deemed to be or may be used as an admission or,
25 or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the
26 Defendants, or (b) is or may be deemed to be or may be used as an admission of, or evidence or,
27 any fault or omission of any of the Defendants in any civil, criminal or administrative proceeding
28 in any court, administrative agency or other tribunal. Defendants may file the Stipulation of

1 Settlement and/or the Judgment from this action in any other action that may be brought against
2 them in order to support a defense or counterclaim based on principles of *res judicata*, collateral
3 estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim
4 preclusion or issue preclusion or similar defense or counterclaim.

5 12. Without affecting the finality of this Judgment in any way, this Court hereby
6 retains continuing jurisdiction over: (a) implementation of this settlement and any award or
7 distribution of the Settlement Fund, including interest earned thereon; (b) final disposition of the
8 Settlement Fund, including disposition of residual, unclaimed Settlement funds (if any) to charity
9 at Lead Counsel's request; (c) hearing and determining applications for attorneys' fees, interest
10 and expenses in the Litigation; and (d) all parties hereto for the purpose of construing, enforcing
11 and administering the Stipulation of Settlement.
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14 13. The Court finds that during the course of the Litigation, the Settling Parties and
15 their respective counsel at all times complied with the requirements of Federal Rule of Civil
16 Procedure 11.
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18 14. In the event that the Settlement does not become effective in accordance with the
19 terms of the Stipulation of Settlement or in the event that the Settlement Fund, or any portion
20 thereof, is returned to the Defendants, then this Judgment shall be rendered null and void to the
21 extent provided by and in accordance with the Stipulation of Settlement and shall be vacated and,
22 in such event, all orders entered and releases delivered in connection herewith shall be null and
23 void to the extent provided by and in accordance with the Stipulation of Settlement.
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25 15. There is no just reason for delay in the entry of this Order and Final Judgment and
26 immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the
27 Federal Rules of Civil Procedure.
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1 IT IS SO ORDERED.

2 DATED this 20th day of October, 2005.

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5 Robert S. Lasnik
6 United States District Judge
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9 Presented by:

10 **McKAY CHADWELL, PLLC**

11 s/ Michael D. McKay

12 Michael D. McKay, WSBA #7040
13 David E. Wilson, WSBA #11328
14 Thomas M. Brennan, WSBA #30662
15 Attorneys for Plaintiffs, Argent Classic
16 Convertible Arbitrage Fund, L.P., on
17 behalf of itself and all others similarly situated
18 McKAY CHADWELL, PLLC
19 600 University Street, Suite 1601
20 Seattle, WA 98101
Telephone: 206-233-2800
Fax: 206-233-2809
Email: mdm@mckay-chadwell.com
dew@mckay-chadwell.com
tmb@mckay-chadwell.com

21 **KIRBY McINERNEY & SQUIRE, LLP**

22 Richard L. Stone
23 Mark A. Strauss
24 830 Third Avenue
25 New York, NY 10022
26 Tel: (212) 371-6600
Fax: (212) 751-2540
Email: rstoneesq@aol.com
mstrauss@kmslaw.com

27 **ATTORNEY FOR LEAD PLAINTIFF**
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